

Exception and Lawful Objection to Initial Decision of Administrative Law Judge, Without Submission to E-Filing or Administrative Jurisdiction

Before the Pennsylvania Public Utility Commission
Docket No. F-2024-3051701

Raymond-Thomas Oechsle, et al., sui juris

V.

PPL Electric Utilities, et al.

Honorable Commission and Presiding Officers:

I, Raymond-Thomas Oechsle, a man of competent understanding and sui juris, now lawfully object, on the record, to the Initial Decision dated April 15, 2025, issued under color of administrative process by Erin L. Gannon, styled as Administrative Law Judge.

I do not dispute the jurisdictional limits of the Pennsylvania Public Utility Commission under the Uniform Commercial Code (UCC). What I do dispute is the improper mischaracterization of the facts and the presumption that my lawful tender constituted a demand for adjudication under the Uniform Commercial Code, rather than a grievance concerning unfair billing and discrimination in service.

I. Basis of Jurisdictional Misapplication

The Commission stated it "lacks jurisdiction to interpret negotiable instruments under the UCC." That is not the relief I sought. My formal complaint was not premised on any demand for UCC adjudication, but rather on the Respondent's (PPL's) failure:

- To process a lawfully presented instrument of payment in good faith;
- To provide equal and reasonable treatment under 66 Pa. C.S. § 1501;
- And to furnish proper notice and remedy channels in compliance with principles of fundamental fairness and due process under unalienable protections.

This is not a Uniform Commercial Code claim. This is a statutory claim based on unalienable rights.

II. Nature of the Instrument Presented

The instrument presented in this matter was a bill of exchange that is self-collateralized, as security and tender as prescribed by the Federal Reserve Act, section 401 subsection 18 paragraph 6, and section 403 last paragraph, in conjunction with section 13(o), section 16 paragraph 2, along with the Act of March 9, 1933 as amended and the Act of June 12, 1945 §2;

38 Stat. 266-69; 38 Stat. 351; 48 Stat. 6; 48 Stat. 338; 48 Stat. 709; 59 Stat. 237 §2, as amended. This instrument is deposited with the local Federal Reserve agent as security for the payment of the obligation.

Said bill of exchange is guaranteed by the United States Government as notes, drafts, bills of exchange, bankers' acceptances, and/or trade acceptances procured by the Federal Reserve banks and/or their members. As prescribed in law, such instruments shall be receivable by all member banks.

Since this note is authorized by Congressional act, Statutes at Large, supported by the Congressional Record, and authorized by Presidential Proclamation 2039, such constitutes legal tender as prescribed in law: United States v. Anderson (1942), 317 U.S. 262; United States v. Thayer-West Point Hotel Co. (1943), 329 U.S. 585; United States v. Jefferson Electric Mfg. Co. (1945), 322 U.S. 533; United States v. Schrader's Son, Inc. (1947), 320 U.S. 359; United States v. Marine Bancorporation, Inc. (1975), 418 U.S. 602.

III. Procedural Error by Commission

The Commission:

- Scheduled a prehearing conference but denied the right to a formal evidentiary hearing;
- Refused to receive or examine evidence of lawful tender presented;
- Dismissed the complaint without record-based findings or competent rebuttal to the tender's legality under statutory standards and under Common Law Principles, and contract Law

IV. Preservation of Rights and Demand for Reconsideration

I, Raymond-Thomas Oechsle hereby:

- Object to the dismissal without evidentiary hearing as a violation of Article I, Section 11 of the Constitution of the Commonwealth of Pennsylvania and the Due Process protections of the Fifth Amendment of the United States Constitution.
- Demand reconsideration under 52 Pa. Code § 5.572 due to administrative error, mischaracterization of legal relief sought, and jurisdictional overreach.
- Demand acknowledgment that PPL has a duty to accept lawful instruments under federally codified standards of tender, and that refusal of such instrument constitutes a billing discrimination under 66 Pa. C.S. § 1501 and related utility law.

V. Objection to Presumptive Procedural Enforcement and Demand for Alternate Remedy

I do not consent to contracting into any administrative e-filing system or to waiving my standing as sui juris in favor of any presumption under administrative code. The attempt to compel parties to use electronic filing portals subject to commercial terms and platform-specific constraints is a violation of:

- My right to access the Commission via written, physical presentation;
- My First Amendment right to petition government without prior commercial contract;
- My Fifth Amendment right to due process under unalienable protections and without compelled contract;

I, **Raymond-Thomas Oechsle, et al.**, hereby present this written Exception and Objection in physical form, and it is to be received as a lawful filing without prejudice to my rights or standing. Any failure to accept this lawful presentation on the ground that it does not use an e-file portal—especially where such portals are conditioned upon contractual submission and interfere with my unalienable rights of self-autonomy—shall constitute a violation of due process and a denial of redress.

VI. Notice of Reservation of Rights

Let the record reflect:

- I, Raymond -Thomas Oechsle, et al., respectfully request that the Pennsylvania Public Utility Commission issue a lawful demand upon Respondent, PPL Electric Utilities et al., to present into the record the following:
 1. A full and complete copy of the Respondent's billing and credit processing policies, including any internal criteria or systems for determining which instruments of payment are accepted or rejected.
 2. A list of all forms of payment accepted by PPL Electric Utilities Corporation, including but not limited to: personal checks, certified checks, notes, drafts, bills of exchange, trade acceptances, bankers' acceptances, money orders, and electronic payment systems.
 3. The name(s), title(s), and authorizing officer(s) who reviewed, denied, or processed the bill of exchange presented by Raymond & Mary Oechsle et al., including any accompanying legal determination or written statement used to justify rejection.
 4. A copy of any internal memoranda, correspondence, or legal opinion relied upon by PPL Electric Utilities et al., in denying the validity or legal sufficiency of the bill of exchange presented.
- I do not consent to reclassification or administrative reconstruction of my lawful complaint;
- I reserve all rights as one of the People, not privileges granted under corporate charters;
- I appear in this matter sui juris, without entering into contract, submission, or waiver of natural or unalienable rights.

Respectfully presented,
This 18th day of April 2025

By: /s/Raymond-Thomas Oechsle, et al., sui juris
827 Green Street
Perkasie, Pennsylvania (18944-2807)

CERTIFICATE OF SERVICE

I, Raymond-Thomas Oechsle, et al., sui juris, hereby certify that I have presented a true and correct copy of the attached Exception and Lawful Objection to Initial Decision to the following parties by certified U.S.P.S. Mail, postage prepaid, on this 18th day of April, 2025:

1. Rosemary Chiavetta, Secretary of the Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, Pennsylvania 17120
2. Office of Special Assistants (courtesy copy)
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, Pennsylvania 17120
3. PPL Electric Utilities Corporation
827 Hausman Road
Allentown, Pennsylvania 18104-9392

A courtesy notification of service has also been prepared for electronic reference addressed to:
ra-OSA@pa.gov

On April 17th, 2025

Executed in good faith and pursuant to unalienable rights.

By: /s/Raymond-Thomas Oechsle, et al., sui juris
As one of the people, and a member of the public
c/o 827 Green Street, Perkasio, Pennsylvania (18944-2907)